



COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

December 03, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

34 December 3, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**AWARD OF CONTRACT FOR
SEAWATER BARRIERS MAINTENANCE SERVICES FOR TELEMTRY SYSTEM AND
APPURTENANCES AT THE ALAMITOS BARRIER PROJECT, DOMINGUEZ GAP BARRIER
PROJECT, AND WEST COAST BASIN BARRIER PROJECT
(SUPERVISORIAL DISTRICTS 2 AND 4)
(3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

This action is to award a Contract for preventative maintenance for the Seawater Barriers Telemetry System and appurtenant equipment at the Alamitos Barrier Project, Dominguez Gap Barrier Project, and West Coast Basin Barrier Project.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the Contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Award the contract for Seawater Barriers Maintenance Services for Telemetry System and Appurtenances in an annual sum of \$408,147 (which includes \$112,000 for reimbursement of parts), and a maximum potential contract sum of \$2,040,735, to Leed Electric, Inc. This Contract will be for a term of one year commencing upon the Board's approval or execution by both parties, whichever occurs last, with four 1-year renewal options for a maximum potential Contract term of five years.

3. Authorize the Director of Public Works or her designee to annually increase the Contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required; and to adjust the annual contract sum for each option year over the term of the Contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the Contract.

4. Authorize the Director of Public Works or her designee to execute the Contract; to renew the Contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or her designee, Leed Electric, Inc., has successfully performed during the previous contract period and the services are still required; to approve and execute Amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide as needed and intermittent inspection, maintenance, repair, and preventative maintenance services to the Alamitos Barrier Project (ABP), Dominguez Gap Barrier Project (DGBP), and West Coast Basin Barrier Project (WCBBP) telemetry systems, which consist of injection wells, observation wells, and related appurtenances. The injection wells are utilized to inject freshwater into the underlying aquifers in order to elevate groundwater levels and prevent seawater from intruding into and contaminating a source of potable water supply. The ABP, DGBP, and WCBBP have been in operation since 1966, 1971, and 1953, respectively.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1), Fiscal Sustainability (Goal 2), and Integrated Services Delivery (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support the Department of Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The Contract is for an annual amount of \$408,147 (which includes \$112,000 for reimbursement of parts) plus 10 percent of the annual contract sum for unforeseen, additional work within the scope of the Contract and cost-of-living adjustments in accordance with County policy and the terms of the Contract. This amount is based on the unit prices quoted by the contractor and our estimated annual utilization of the contractor's services.

Funding for these services is included in the Fiscal Year 2013-14 Internal Service Fund Budget, which will be reimbursed by the Flood Control District Fund Budget. Funds to finance the Contract's optional years, cost-of-living adjustments, and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor is Leed Electric, Inc., located in Norwalk, California. The contractor is

certified by the County of Los Angeles as a Local Small Business Enterprise. This Contract will commence upon the Board's approval and continue for a period of one year. With the Board's delegated authority, the Director of Public Works or her designee may renew the Contract for four 1-year renewal options for a maximum potential total contract term of five years.

The Contract will be substantially similar to the form previously approved as to form by County Counsel (Enclosure A). Prior to the Director or her designee executing this Contract, the contractor will sign and County Counsel will review it as to form. The recommended Contract with Leed Electric, Inc., was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the requirements of the Chief Executive Office and the Board. The Chief Information Office (CIO) reviewed this Board letter and recommends approval. CIO determined that because this recommended action concerns maintenance of the existing Seawater Barriers Telemetry System's industrial controls and sensors, it does not represent any new information technology acquisition. Therefore, no formal CIO Analysis is required.

The award of the Contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. The Contract contains terms and conditions supporting the Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Leed Electric, Inc., has agreed to comply with all County standard terms and conditions regarding required insurance with the exception of the Professional Liability/Errors and Omissions insurance. With concurrence from CEO-Risk Management and County Counsel, Public Works and Leed Electric, Inc., have negotiated to reduce the duration of Professional Liability/Errors and Omissions from three years following expiration, termination, or cancellation of the Contract to one year following such an event.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable Memorandum of Understanding, the Request for Proposals (RFP) for these contracted services was submitted on May 20, 2013, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to this recommended Contract, which is for services required

on an as-needed and intermittent basis; hence, this Contract is not a Proposition A Contract (Los Angeles County Code, Chapter 2.121).

The Contract includes a cost-of-living adjustment provision, which is in accordance with the Board's Policy approved January 29, 2002.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA), and within a class of projects that has been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301 of CEQA.

CONTRACTING PROCESS

On May 21, 2013, Public Works solicited proposals from 87 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's "Doing Business With Us" website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On June 18, 2013, one proposal was received. The proposal was first reviewed to ensure it met the minimum requirements in the RFP. The proposal having met these requirements was then evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included the price, experience, work plan, performance history/references, and equipment utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this Contract be awarded to the highest rated, apparent responsive, and responsible proposer, Leed Electric, Inc. Public Works determined the contractor's price to be reasonable for the work requested.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this Contract will not result in the displacement of any County employees.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

The Honorable Board of Supervisors

12/3/2013

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Respectfully submitted,



GAIL FARBER

Director



RICHARD SANCHEZ

Chief Information Officer

GF:GZ:cg

Enclosures

c: Chief Executive Office (Rita Robinson)
Chief Information Office
County Counsel (Carole Suzuki)
Executive Office

AGREEMENT FOR
SEAWATER BARRIERS MAINTENANCE SERVICES FOR
TELEMETRY SYSTEM AND APPURTENANCES

THIS AGREEMENT, made and entered into this ____ day of _____, 2013, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and LEED ELECTRIC, INC., a California Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, the COUNTY, by and through its Department of Public Works ("Public Works"), desires to employ a CONTRACTOR to provide maintenance services, which includes inspecting, maintaining, installing, upgrading, trouble shooting, and repairing the Telemetry System and Appurtenances at the Alamitos Barrier Project, Dominguez Gap Barrier Project, and the West Coast Basin Barrier Project (Seawater Barriers Maintenance Services); and

WHEREAS, the COUNTY has determined that COUNTY personnel are not available to provide the services; and

WHEREAS, California Government Code, Section 31000, permits the COUNTY Board of Supervisors to contract for special services with persons specially trained and experienced to perform the services; and

WHEREAS, in response to the COUNTY'S Request for Proposals issued with respect to the maintenance services, the CONTRACTOR has submitted its proposal to the COUNTY and desires and is prepared to provide the requested maintenance services to COUNTY; and

WHEREAS, the CONTRACTOR possesses the necessary special skills, knowledge, technical competence, and sufficient staffing to provide the maintenance services with respect to all components of the Seawater Barriers Maintenance Services; and

WHEREAS, the CONTRACTOR is willing to accept responsibility for performing the requested services set forth herein for the compensation and in accordance with the terms and conditions set forth herein; and

WHEREAS, the COUNTY and the CONTRACTOR desire to enter into a CONTRACT for Seawater Barriers Maintenance Services.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the COUNTY and the CONTRACTOR agree as follows:

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FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on June 18, 2013, hereby agrees to provide maintenance services as described in this Contract for Seawater Barriers Maintenance Services.

SECOND: This CONTRACT, together with Exhibit A, Scope of Work; Exhibit B, Information Technology Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Alamitos Barrier Project Telemetry System Location Map; Exhibit G, Alamitos Barrier Project Programmable Logic Controller - Measurement and Control Units Network; Exhibit H, Dominguez Gap Barrier Project Extension Project; Exhibit I, Dominguez Gap Barrier Project Programmable Logic Controller Network; Exhibit J, West Coast Basin Barrier Project Telemetry System Location Map; Exhibit K, West Coast Basin Barrier Project Programmable Logic Controller Network; Exhibit L, Equipment List; Exhibit M, Seawater Barriers Maintenance Services for Telemetry System and Appurtenances Inspection Guidelines; Exhibit N, Standard of Functionality; Exhibit O, Alamitos Barrier Project Pilot Telemetry System As-Built Drawings; Exhibit P, Alamitos Barrier Project Telemetry System Phase II As-Built Drawings; Exhibit Q, Alamitos Barrier Project Telemetry System Phase II Wiring Diagrams; Exhibit R, Dominguez Gap Barrier Project Extension Project As-Built Drawings; Exhibit S, Dominguez Gap Barrier Project Extension Project Wiring Diagrams; Exhibit T, West Coast Basin Barrier Project Telemetry System As-Built Drawings; Exhibit U, Confined Space Manual; Exhibit V.1, Performance Requirements Summary; Exhibit W, Contractor's Employee Acknowledgement, Confidentiality & Assignment of Rights; Exhibit X, Information Technology Security Requirements; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: This Contract's initial term shall be for a period of one year commencing on Board approval or execution by both parties, whichever occurs last. The County shall have the sole option to extend this Contract term for up to four additional one-year periods, for a maximum total Contract term of five years. Each such option and extension shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of extending the Contract for the full one year, this Contract may be extended on a month-to-month basis, upon written notice to the Contractor at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FOURTH: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$408,147, which includes \$112,000 for reimbursement of parts per year, or such greater amount as the

Board may approve (Maximum Contract Sum). In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the Maximum Contract Sum authorized by the Board. The Maximum Contract Sum shall include all items set forth in the Form PW-2, Schedule of Prices, including but not limited to, taxes, Tasks, subtasks, Deliverables, items, repairs, services, installations, upgrades, and optional tasks. CONTRACTOR acknowledges and agrees that the Maximum Contract Sum is an all-inclusive, not-to-exceed price, that is an agreed upon assessment of the amount to be paid by the COUNTY to CONTRACTOR in exchange for CONTRACTOR delivering to COUNTY, and COUNTY accepting, within the required delivery schedule as set forth by the Contract Manager, maintenance, inspection, repair, installation, troubleshoot, modification, and upgrade services to the Alamitos Barrier Project, Dominguez Gap Barrier Project, and the West Coast Basin Barrier Project.

The CONTRACTOR understands and agrees that only the designated Contract Manager is authorized to request or order Work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any Work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

FIFTH: The COUNTY reserves the right to change any portion of the Work required under this CONTRACT, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the manner described in Exhibit B, Section 2.A., Amendments/Change Orders.

SIXTH: The CONTRACTOR shall not perform or accept Work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term or within 75 percent of Maximum Contract Sum as provided for hereinabove.

SEVENTH: The CONTRACTOR shall invoice the COUNTY upon completion of Tasks, subtasks, Deliverables, items, repairs, services, installation, upgrade, optional tasks, and other Work which are specified in this CONTRACT, Exhibit A (Scope of Work), and any Amendments/Change Orders, as applicable, and which have been approved in writing by the COUNTY as set forth in this paragraph. The CONTRACTOR agrees not to submit any invoice for payment until the COUNTY has approved in writing the Work for which payment is claimed. No partial or progress payments towards anticipated or substantial completion of Tasks, subtasks, Deliverables, items, repairs, services, installations, upgrades, optional tasks, or other Work will be made under this CONTRACT.

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The COUNTY will endeavor to make payment to the CONTRACTOR within 30 days of receipt and approval of work and properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. All invoices and supporting documents under this CONTRACT shall be submitted in duplicate to the following address:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

Each invoice submitted by CONTRACTOR shall include the following:

- a. The Tasks, subtasks, Deliverables, items, repairs, services, installation, upgrade, optional tasks, or other Work as described in Exhibit A (Scope of Work), any Amendments/Change Order, as applicable, together with any additional supporting documentation reasonably requested by the COUNTY, for the Contract Manager's written approval.
- b. If the invoice is for additional services, the Change Order, approved and executed by the Contract Manager, and any additional supporting documentation reasonably requested by the Contract Manager must be submitted.

The Contract Manager or his designee shall review all invoices for any discrepancies and provide an "Invoice Discrepancy Report" (or "IDR"), orally or in writing, to the CONTRACTOR within 15 days of receipt of invoice if payment amounts are disputed. The CONTRACTOR shall review the disputed charges and issue a corrected invoice or send a written explanation detailing the basis for the charges within ten days of receipt of the IDR from the Contract Manager or his designee. If the Contract Manager or his designee does not receive a written response within ten days of the COUNTY'S notice to the CONTRACTOR of an IDR, then the COUNTY payment will be made, less the disputed charges.

In addition to any rights of the COUNTY provided in this CONTRACT, or at law or in equity, the COUNTY may, upon notice to the CONTRACTOR, withhold payment for any Work while the CONTRACTOR is in default hereunder, or at any time that the CONTRACTOR has not provided COUNTY approved Work.

The CONTRACTOR acknowledges that notwithstanding anything herein to the contrary it must complete all Work required of this Seawater Barriers Maintenance Services Contract. In no event shall the COUNTY be liable or responsible for payment respecting a particular Task prior to the approval and execution of the Inspection and Rehabilitation Reports by the Contract Manager.

EIGHTH: The CONTRACTOR agrees that all system software upgrades, including any and all updates and custom programming modifications, if applicable, shall be

delivered (a) solely in electronic form (e.g., via electronic mail or internet download), or (b) personally by the CONTRACTOR staff who may load the system software and documentation onto COUNTY'S hardware. CONTRACTOR shall retain possession of all originals and copies of such tangible media (e.g., CD-ROM, magnetic tape, printed manuals) used to deliver the system software and documentation to the COUNTY. The CONTRACTOR, including CONTRACTOR'S subcontractors, shall not deliver or provide any tangible items to the COUNTY, and the COUNTY will not accept delivery of any of the same. Without limiting the generality of the foregoing, CONTRACTOR shall not deliver or provide any system software, documentation, or training materials on magnetic, optical, print or other tangible media under this CONTRACT.

NINTH: The CONTRACTOR shall bill upon completion and acceptance by Contract Manager as specified in the SEVENTH paragraph of this CONTRACT, for Tasks, subtasks, Deliverables, items, repairs, services, installation, upgrade, optional tasks, and other Work provided by CONTRACTOR, including any additional services, in arrears, for the Work performed during the preceding month. Work performed shall be billed at the unit rates quoted in Form PW-2, Schedule of Prices.

The COUNTY acknowledges that the amounts payable by the COUNTY to the CONTRACTOR under this CONTRACT will not include taxes for products or services provided by the CONTRACTOR hereunder. The COUNTY shall not be liable or responsible for reimbursement of any taxes associated with such procurement except as set forth in Form PW-2, Schedule of Prices, and for reimbursement of parts as specified in Exhibit A, Scope of Work, Section E. Task No. 2 – As-Needed Rehabilitation Work and Section G. Task No. 4 – As-Needed and Routine Maintenance Work. CONTRACTOR will be solely liable and responsible for, and shall pay such tax directly to the state or other taxing authority. In addition, CONTRACTOR shall be solely responsible for all taxes based on CONTRACTOR'S income or gross revenue, or personal property taxes levied or assessed on CONTRACTOR'S personal property to which COUNTY does not hold title.

TENTH: The CONTRACTOR hereby represents, warrants, and covenants to the COUNTY that for the term of this CONTRACT, the CONTRACTOR'S Work shall be fully compatible with and shall fully integrate, perform, and function with the Alamitos Barrier Project, Dominguez Gap Barrier Project, and the West Coast Basin Barrier Project System hardware and the operating system software and shall otherwise conform to the specifications set forth in Exhibit A (Scope of Work) and shall meet all the Standards of Functionality.

ELEVENTH: The CONTRACTOR shall provide maintenance, support and warranty services (Warranty Services) to COUNTY for the Alamitos Barrier Project, Dominguez Gap Barrier Project, and the West Coast Basin Barrier Project system in accordance with this CONTRACT, Exhibit A (Scope of Work), and the Standards of Functionality. Warranty Services shall include, but shall not be limited to, the correction of any and all deficiencies caused by Work performed by or on behalf of the CONTRACTOR for the COUNTY pursuant to this CONTRACT. The need for Warranty Services will be determined by Contract Manager, which determination shall be subject to the Dispute Resolution Procedures set forth in Section 2, paragraph AA (Dispute Resolution Procedures), of

Exhibit B (Information Technology Service Contract General Requirements). Correction of such deficiencies shall be at no additional cost to the COUNTY. If any component of the Alamitos Barrier Project, Dominguez Gap Barrier Project, or the West Coast Basin Barrier Project system requires corrective services to remedy such deficiencies, the CONTRACTOR shall endeavor reasonably to provide such services at the COUNTY'S location (which may include the provision of such services remotely by CONTRACTOR).

TWELFTH: Following the completion of Tasks, subtasks, Deliverables, items, repairs, services, installations, upgrades, optional tasks, or other Work as described in Exhibit A (Scope of Work), and any Change Order, as applicable, for which payment is claimed, by the CONTRACTOR and prior to acceptance of Work by the COUNTY, the COUNTY shall have the right to use, in production mode, if applicable, any completed portion of the system software without any additional cost to the COUNTY where the COUNTY determines that it is desirable or necessary for COUNTY operations. Such production use, if applicable, shall not restrict the CONTRACTOR'S performance under this CONTRACT and shall not be deemed to be the CONTRACTOR'S achievement of Task completion.

THIRTEENTH: All notices or demands required or permitted to be given or made under this CONTRACT, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (1) by hand with signed receipt, (2) by first-class registered or certified mail, postage prepaid, (3) by facsimile or electronic mail transmission followed within 24 hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid, or (4) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten days prior notice in accordance with the procedures set forth above, to the other party.

To COUNTY:

County of Los Angeles Department of Public Works
Water Resources Division
Attention Mr. Adam Lee
P.O. Box 1460
Alhambra, CA 91803
Telephone: (626) 458-6185
Fax: (626) 979-5309
E-mail: awlee@dpw.lacounty.gov

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with a copy to:

County of Los Angeles Department of Public Works
Administrative Services Division
Attention Contracting Section
P.O. Box 1460
Alhambra, CA 91803
To CONTRACTOR:

CONTRACTOR Address
with a copy to:

County of Los Angeles Department of Public Works
Administrative Services Division
Attention Contracting Section
P.O. Box 1460
Alhambra, CA 91803

The Contract Manager shall have the authority to issue all notices or demands, which are required or permitted by COUNTY under this CONTRACT.

FOURTEENTH: The Director may adjust the rate of compensation set forth in Form PW-2 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the Contract anniversary date, which shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the Contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to COUNTY employees as determined by the COUNTY'S Chief Executive Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no cost-of-living adjustment will be granted.

FIFTEENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S Specifications, requirements, and terms and conditions as reflected in this CONTRACT including, but not limited to, Exhibits A through X, inclusive, the COUNTY'S provisions shall control and be binding.

SIXTEENTH: The CONTRACTOR agrees in strict accordance with the Contract Specifications and conditions to meet the COUNTY'S requirements.

SEVENTEENTH: This CONTRACT is the product of an arm's length negotiation between the CONTRACTOR and the COUNTY. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this CONTRACT is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
Deputy

LEED ELECTRIC, INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

Bid Detail Information

Bid Number : PW-ASD 887
Bid Title : SEAWATER BARRIERS MAINTENANCE SERVICES FOR TELEMETRY SYSTEM AND APPURTENANCES
Bid Type : Service
Department : Public Works
Commodity : TELEMETRY SERVICES
Open Date : 5/21/2013
Closing Date : 6/18/2013 5:30 PM
Bid Amount : \$ 450,000
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works requests Proposals for the contract for Seawater Barriers Maintenance Services for Telemetry System and Appurtenances (2013-IT015). This contract has been designed to have a potential maximum contract term of five years, consisting of an initial one-year term and four potential additional one year option renewals. The total annual contract amount of this service is estimated to be \$450,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Mr. Benjamin Sandoval at (626) 458-7334 or at bsandoval@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document including, but not limited to, the following:

1. Proposer's Project Manager must have at least five years of experience installing and maintaining telemetry control systems or similar injection/pump well telemetry systems. No subcontractor is allowed to meet this requirement in lieu of the Project Manager.
2. Proposer and/or Subcontractor(s), if any, must have a valid and active State of California General Engineering Contractor's License (Class A).
3. Proposer's supervisors, employees, and/or subcontractor(s), if any, must have a valid and active State of California C-10 Electrical Contractor's License.
4. Proposer's supervisors, employees, and/or subcontractor(s), if any, must have five years of experience working and programming Siemens® S7-200, S7-300, and S7-400 Programmable Logic Controllers for telemetry control systems or similar Programmable Logic Controllers.
5. Proposer's supervisors, employees, and/or subcontractor(s), if any, must have five years of experience providing maintenance for Ingersoll-Rand air compressors.

A Proposers' Conference will be held on Tuesday, June 4, 2013, at 9 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in the Alhambra Room. A walk-through will be conducted after the conference at the following location:

• Dominguez Yard – 2159 East Sepulveda Boulevard, Carson, CA 90810

ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE AND WALK THROUGH IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference and walk-through cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference. After the third business day, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Tuesday, June 18, 2013, at 5:30 p.m. Please direct your questions to Mr. Sandoval at the number listed on the previous page.

Contact Name : Benjamin Sandoval
Contact Phone# : (626) 458-7334
Contact Email : bsandoval@dpw.lacounty.gov
Last Changed On : 5/21/2013 8:00:14 AM

[Back to Last Window](#)